

April 29, 2022

The Issuers (as defined below)
103 Powell Court
Brentwood, TN 37027
Attention: James E. Hyman

Re: Promissory Notes, dated June 26, 2020 (as amended, assigned and assumed, the “Senior Notes”) with Valitás Health Services, Inc., Valitás Intermediate Holdings, Inc., Corizon, LLC, Corizon Health, Inc., Corizon Health Clinical Solutions, LLC, Corizon Health of New Jersey, LLC, PHS Community Care LLC, PharmaCorr, LLC and Endeavor Distribution, LLC (collectively, the “Issuers”), in original principal amounts set forth on Exhibit A hereto, originally issued by the issuers party thereto, each of which were subsequently assigned to M2 LoanCo, LLC (the “Holder”).

Ladies and Gentlemen:

We have been requested to provide this letter (this “Pay-Off Letter”) confirming that \$5,500,000.00 (the “Total Pay-Off Amount”) is the amount necessary as of the date hereof (such time, the “Required Payment Time”) to pay in full all obligations owing as of such time under each of the Senior Notes set forth on **Exhibit A** hereto. Unless otherwise defined herein, capitalized terms used herein shall have the meanings assigned to such terms in the Senior Notes.

The Total Pay-Off Amount shall be transferred by wire or other means of payment acceptable to the Holder in immediately available funds and in accordance with the instructions separately provided to the Issuer.

The payment of the Total Pay-Off Amount shall constitute payment and satisfaction in full of all principal, interest, fees, breakage costs and other amounts owing to the Holder by the Issuers under the Senior Notes as of the Required Payment Time.

Upon our receipt on or prior to the Required Payment Time of the Total Pay-Off Amount:

(i) all Senior Notes shall be deemed to have been repaid in full and all other obligations owing under the Senior Notes as of the Required Payment Time shall have been irrevocably satisfied in full; and

Exhibit #

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(ii) each Senior Note shall be deemed cancelled and terminated, with no obligation for the Holder to return any Senior Note to the Issuers and with no representation or warranty of any kind (including as to the destruction of the physical notes).

THIS PAY-OFF LETTER, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER, INCLUDING BUT NOT LIMITED TO THE VALIDITY, INTERPRETATION, CONSTRUCTION, BREACH, ENFORCEMENT AND TERMINATION HEREOF, AND WHETHER ARISING IN CONTRACT OR TORT OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signatures follow]

Very truly yours,

M2 LOANCO, LLC, as Holder

By: 

Name: Isaac Lefkowitz
Title: Director

[Signature Page to Payoff Letter]

EXHIBIT A

Current Holder	Original Principal Amount
M2 LOANCO, LLC	\$4,007,813.67
M2 LOANCO, LLC	\$13,086.23
M2 LOANCO, LLC	\$294,455.24
M2 LOANCO, LLC	\$289,474.60
M2 LOANCO, LLC	\$475,330.56
M2 LOANCO, LLC	\$314,265.66
M2 LOANCO, LLC	\$8,288.39
M2 LOANCO, LLC	\$10,766.70
M2 LOANCO, LLC	\$1,058,096.33
M2 LOANCO, LLC	\$1,731,989.12
M2 LOANCO, LLC	\$63,077.69
M2 LOANCO, LLC	\$12,432.59
M2 LOANCO, LLC	\$10,166.48
M2 LOANCO, LLC	\$14,504.68
M2 LOANCO, LLC	\$12,524.42
M2 LOANCO, LLC	\$9,266.35
M2 LOANCO, LLC	\$15,608.21
M2 LOANCO, LLC	\$12,432.59
M2 LOANCO, LLC	\$72,706.67
M2 LOANCO, LLC	\$72,706.67
M2 LOANCO, LLC	\$1,320,867.43
M2 LOANCO, LLC	\$92,300.21
M2 LOANCO, LLC	\$24,604.61
M2 LOANCO, LLC	\$13,912.48
M2 LOANCO, LLC	\$12,862.07
M2 LOANCO, LLC	\$10,612.85
M2 LOANCO, LLC	\$25,847.50

[Exhibit A to Payoff Letter]